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EMPLOYMENT
RELATIONS BOARD

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2007 by and between TAMA COUNTY EMERGENCY MANAGEMENT COMMISSION, hereinafter referred to as the "Employer" and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

Section 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all regular full-time and regular part-time communication operators employed by the Tama County Emergency Management Commission as set forth in the Iowa Public Employment Relations Board Order of Certification, Case No 6691, dated November 12, 2003 which excludes Communication Director, Communication Supervisor, supervisory personnel, confidential employees and all others excluded by Iowa Code section 20.4.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

Section 2.1 There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Section 2.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2.3 The Employer and the Union agree that exceptions to all Articles of this Agreement may be granted in order for the Union and/or the County to comply with provisions of the Americans with Disabilities Act; however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and given the opportunity to review the same and propose alternatives. No exceptions will be made without the other party's consent.

ARTICLE 3 NO STRIKE - NO LOCKOUT

Section 3.1 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

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Section 3.2 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 SEPARABILITY AND SAVINGS

Section 4.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provision of the Agreement voided.

ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

Section 5.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Section 5.2 Informal: An employee shall discuss a complaint or problem orally with his or her immediate supervisor within a five (5) calendar day period following its occurrence in an effort to resolve the problem in an informal manner.

Section 5.3 Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Communication Director or his designated representative within five (5) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated. Within five (5) calendar days after this Step 1 meeting, the Director or his designated representative will answer the grievance in writing.

Step 2. If the grievance is not settled in Step 1, the employee shall present the grievance in writing to the Executive Service Board within five (5) calendar days of the Step 1 answer. Within ten (10) calendar days, the Board will answer the grievance in writing.

Step 2. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) calendar days after the date of the answer given in Step 2.

Section 5.4 An employee shall have the right to have a Union representative present at any or all levels of the grievance meetings of bargaining unit employees.

Section 5.5 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

Section 5.6 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the Public Employment Relations Board to furnish a suggested list of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 5.7 After each party has alternately eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 5.8 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 5.9 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5.10 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

Section 5.11 In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 6 SENIORITY

Section 6.1 Seniority means an employee's length of continuous service with the Employer since their last date of hire.

Section 6.2 A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. The probationary period will not be extended for the sole purpose of denying contractual benefits. They may be terminated for any reason during the probationary period and under no circumstances can a probationary employee have recourse to the contractual grievance procedure.

Section 6.3 An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged, and said discharge is not reversed through the grievance procedure.
- (c) Engaging in other work while on leave of absence.
- (d) One (1) day of absence without notice and authorization to the Employer unless an emergency situations restricts the employee's ability to make proper notification.
- (e) Failure to report for work at the end of leave of absence unless an emergency situation precludes returning to work.
- (f) Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be terminated after a layoff or absence from work exceeds twelve (12) months in duration.

Section 6.4 The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement.

Section 6.5 The Employer will provide the Union with an updated seniority list whenever new hires, terminations, or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within thirty (30) days with the Communications Director

A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

Section 6.6 If an employee is transferred into the bargaining unit, his/her years of service with the County will be used for purposes of benefit eligibility (vacation, sick leave, health insurance, longevity). For all other purposes, the employee will be considered a new employee.

ARTICLE 7 LAYOFF

Section 7.1 The Union recognizes the right of the Employer to layoff or to reduce the hours of employment in accordance with the procedure set forth in this Section.

Section 7.2 Layoff Procedures: When a layoff occurs, the following general rules shall apply:

- (a) Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.
- (b) Employees in affected job classification shall be laid off in accordance with seniority. Layoff shall be by job classification seniority with the least senior employees within the classification affected being laid off first.

Employees will be recalled from layoff in the reverse order of layoff. The laid off employee must report in and fill the new position within five (5) days of recall notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired.

Section 7.3 After the first twelve (12) weeks of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 POSTING

Section 8.1 Shift vacancies will be posted on the bulletin board for a period of five (5) calendar days. The most senior qualified employee who has bid for the job will be awarded the position.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 9.1 The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be made by the Director.

Section 9.2 The schedule for all employees will normally be posted thirty (30) days prior to its effective date. Normally changes in the schedule will be made only with prior approval of the Director or his/her designee with a three (3) day notice to the Director or his/her designee and/or a two (2) day notice to the employee.

Section 9.3 Overtime All time worked in excess of eight (80) hours in any work period for the will be paid at time and one-half (1 1/2) the employee's hourly rate or time and one-half (1 1/2) compensatory rate. The choice between cash or compensatory time will be at the discretion of the Director.

Paid leaves, holidays, vacations and compensatory time taken off will be counted as working time for the purpose of determining overtime. An employee scheduled to work overtime for another employee and calls in sick will not be allowed to use this absence as sick leave nor count those hours toward overtime.

Scheduled and voluntary overtime will be distributed as evenly as possible among employees within each classification. Overtime opportunities will be posted. If inequities occur, catch-up measures

will be taken. An employee who is given the opportunity to work overtime and declines, will be charged for those hours as if he/she worked. Overtime assignments will be based on the number of overtime hours worked and number of time off requests of each employee. If there are no volunteers, those employees with the least amount of overtime and the most time off requests will be required to work the overtime.

Employees may exchange shifts with other employees providing 1) the shift exchange is mutually agreed to by the employees; 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; 4) the exchange is in writing; 5) the exchange is approved by the Director.

Section 9.4 Employees may receive a thirty (30) minute lunch period as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift Communications Operator employees. Employees shall receive a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday. However, employees are considered "on duty" at all times and must remain on premises to respond to calls, etc. during their breaks and lunch periods.

Section 9.5 Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Director or his designated representative.

Section 9.6 There will be no pyramiding of overtime i.e. overtime will not be counted twice for the same hours.

Section 9.7 Call Back. An employee called back after his/her regular shift or before his/her regular shift, for reasons beyond his/her control, shall be paid a minimum of two (2) hours at the employee's appropriate hourly rate of pay. An employee is required to contact the Director and/or his designee upon arrival for call back time and immediately after being dismissed.

Section 9.8 Court Time. An employee required to appear for any Court related matters (where the employee may be involved in his/her official capacity for the County as a material witness) during his/her off duty hours shall be paid a minimum of one (1) hour at the employee's appropriate hourly rate of pay. An employee is required to contact the Director and/or his designee upon arrival for court time and immediately after being dismissed.

Section 9.9 Shift Bidding. Shifts shall be posted the first week of November to take effect the first pay period in January, and will be granted by seniority within each job classification, provided the employee meets the qualification required by the Director for the particular shift. Probationary and part-time employees will not be allowed to bid shifts.

Section 9.10 The shifts shall be one (1) year, provided, however, the Director reserves the right to assign employees to different shifts and revise work schedules to meet the needs of the office.

These changes shall not be for arbitrary or capricious reasons. If the Director determines the need for permanent change in shifts, and the Union requests, shifts will be rebid.

Section 9.11 The Communications Operators shall normally be assigned go to a 5 - 2 work week. The Union will be given prior notice before instituting other types of schedules. It is agreed that all regular full-time employees will have the first opportunity to bid. It is also agreed that the

Director may hire some part-time employees - when need be - to fill the regular full-time employees for Holidays, vacations, sick leave, family leave and to adequately staff. All part-time employees will be at the Director's discretion on shift hours and days.

ARTICLE 10 HOLIDAYS

Section 10.1 Regular full-time employees will be paid for the following paid holidays (8 hours): New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and one (1) floating holiday.

Section 10.2 The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked on the actual holiday plus given another day off to be taken with the approval of the Director. (All regular full-time employees required to work on Easter Sunday shall be paid time and one-half (1 1/2) for all hours worked.) An employee who is scheduled off on a holiday shall receive another paid day off to be taken with the approval of the Director. These additional days can be taken off in four (4) hour increments.

Section 10.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement or with prior approval of the Director or his designee, the employee shall be considered as having met these requirements.

Section 10.4 An employee on layoff or leave of absence is not eligible for holiday pay.

Section 10.5 Up to five (5) holidays may be carried over from one (1) year to the next fiscal with prior approval of the Director. The Director may require these five (5) days to be scheduled as to when the employee will take the five (5) days off as part of approval.

ARTICLE 11 VACATIONS

Section 11.1 Regular full-time employees shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, one (1) week (five (5) workdays)

After two (2) years of continuous full-time service, two (2) weeks (ten (10) workdays)

After eight (8) years of continuous full-time service, three (3) weeks (fifteen (15) workdays)

After fifteen (15) years of continuous full-time service, four (4) weeks (twenty (20) workdays)

Section 11.2 Up to five (5) days vacation may be carried over from one year to the next if approved in writing by the Director. The Director may require those five (5) days to be scheduled as to when the employee will take the five (5) days off as part of approval.

Section 11.3 If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Section 11.4 Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

Section 11.5 During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked.

Section 11.6 An employee shall make a reasonable effort to submit a written request for vacation to the Director at least thirty (30) days prior to the requested time off. Vacations shall be granted on a "first come, first serve" basis, if the request is made within 60 days of the vacation. Vacation requests made by February 1 will be approved by seniority. If more than one request is received the same day for the same period, seniority shall prevail.

Section 11.7 The scheduling of vacation leave is dependent upon the judgment and discretion of the Director. The Director may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the office. Vacation time will normally be taken in weekly increments, but can be granted in lesser increments upon prior approval of the Director. The Director shall not exercise his judgment under this Section in an arbitrary, capricious, or unreasonable manner.

Section 11.8 Upon resignation, layoff, or termination from County service, an employee shall be paid for all accrued, but unused vacation, holidays and compensatory time left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay. The date of termination is defined as the last day worked. Any accrued vacation time, holidays or compensatory time owed to the employee will be paid in a lump sum.

Section 11.9 In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee for any earned but unused vacation pay.

ARTICLE 12 SICK LEAVE

Section 12.1 Accumulation Sick leave shall be accrued by a regular full-time employee at the rate of eight (8) hours for each month to a total of eight hundred (800) hours.

Section 12.2 Use of Sick Leave. Accumulated sick leave may be used as follows:

- (a) For illness or injury to an employee which renders him/her unable to work;
- (b) For medical or dental care for the employee dispensed by licensed practitioners and

regular established health care facilities, provided the same cannot be deferred until after working hours;

- (c) For serious illness or serious injury to a member of the employee's immediate family, defined as his/her spouse and children living at home. This shall be limited to time required to arrange for care and transportation of the seriously ill or seriously injured.
- (d) A medical doctor's written verification of illness or injury may be required at any time.

Section 12.3 Notification. When absences due to sickness are necessitated, the employee shall notify the Director or designated representative at least two (2) hours prior to the beginning of his/her scheduled reporting time, unless an emergency prevents timely notification.

Section 12.4 Probationary Employees. Probationary employees are eligible for accrue sick leave after the first 60 days of employment.

Section 12.5 Covered Injuries. Employees injured on the job are eligible for Workers Compensation benefits. An employee may use sick leave for the first three days of an absence if not covered by Workers Compensation.

Section 12.6 An employee who has accumulated eight hundred (800) hours of sick leave will continue accruing two (2) hours each month in a separate account as long as the employee has the maximum accumulation. These accumulated hours are not to be used for the purpose of sick leave. The value of the hours in the separate account will be paid to the employee annually on the last pay period prior to December 31. For example, an employee who earns \$14.00 per hour and maintains the 800 hour accumulation for 12 months would be paid \$336.00 the last pay period prior to December 31.

ARTICLE 13 FAMILY DEATH

Section 13.1 In the event of death of a regular full-time employee's spouse or child said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time employee's parent, stepparents, part-in-law, brother, sister, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. In the event of the death of a brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an employee may be allowed time off with pay, not to exceed one (1) day.

Section 13.2 Employees shall be granted one-half (1/2) day with pay when attending the funeral services for fellow office workers as well as for fellow retired office workers.

Section 13.3 The Director may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

**ARTICLE 14
MILITARY LEAVE**

Employee will be granted military leave in accordance with state and federal law.

**ARTICLE 15
JURY DUTY LEAVE**

Section 15.1 An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work within two (2) hours, if two (2) hours are left in the shift.

**ARTICLE 16
VOTING LEAVE**

Section 16.1 Every employee is encouraged to exercise his/her privilege to vote. If, for any good reason, an employee is unable to vote before or after working hours, the employee shall be granted time off, not to exceed three (3) hours, to vote.

**ARTICLE 17
UNPAID LEAVE OF ABSENCE**

Section 17.1 An unpaid leave of absence may be granted at the discretion of the Director for a period not to exceed six (6) months duration for illness and other legitimate reasons, and may be extended for an additional six (6) months, upon approval of the Director, which approval will not be unreasonably withheld. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn any leaves or other benefits;
- (c) does not contribute to retirement programs;
- (d) must reimburse the Employer for all group hospital and medical insurance premiums, if coverage is desired;
- (e) does not accrue seniority after twelve (12) weeks.

**ARTICLE 18
UNIFORMS**

Section 18.1 All regular full-time employees will be provided their initial uniforms as required and determined by the Director. After receiving his/her initial uniforms, the Employer will provide replacement items as needed. All items allowance requests must have prior approval of the Director and/or his designee.

Section 18.2 The County shall pay the entire amount for dry cleaning of all uniform items that require dry cleaning only.

ARTICLE 19 INSURANCE

Section 19.1. The Employer agrees to pay the entire premium for the employee insurance coverage for each eligible regular full-time employee for Health and Major Medical group program. Said coverage shall include health and dental insurance. The Employer agrees to provide 80/20 on drugs with no deductible. The employee's share for dependent coverage is as follows:

<u>Plan</u>	<u>7 - 1 - 07</u>	<u>7 - 1 - 08</u>	<u>7 - 1 - 09</u>
500/1000	30.00	30.00	Not available
750/1500	10.00	10.00	30.00
1000/2000	0	0	0

The Employer shall have the right to select the carrier but the coverage shall be equal to or better than the coverage in effect July 1, 2007.

Section 19.2 The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 20 DUES CHECK-OFF

Section 20.1 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted, including initiation fees and all uniforms deductions as submitted by the Union.

Section 20.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 21 PAY PERIOD

Pay day is every other Friday for work ending at midnight the previous Sunday.

ARTICLE 22 LONGEVITY

Section 22.1 Longevity will be added to the hourly rate as follows:

<u>After completion of</u>	<u>Cents per hour pay</u>
	<u>As of 7-1-99</u>
5 years of continuous service	.25
10 years of continuous service	.30

15 years of continuous service	.35
20 years of continuous service	.40
25 years of continuous service	.45
30 years of continuous service	.50
35 years of continuous service	.55

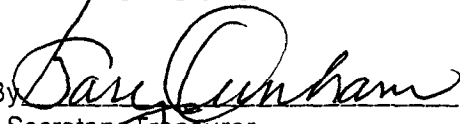
**ARTICLE 23
DURATION OF AGREEMENT**

Section 23.1 THIS AGREEMENT shall be effective beginning July 1, 2007, and shall continue in full force and effect until its expiration on June 30, 2010.

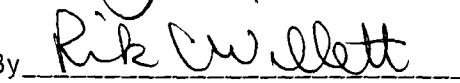
Signed this _____ day of _____, 2007.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By


Secretary-Treasurer

By

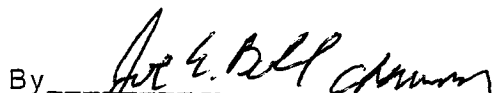

Business Representative

TAMA COUNTY EMERGENCY
MANAGEMENT COMMISSION


By


Communications Director

By


Chair, Emergency Management

By


Employer Representative

APPENDIX A WAGES

Communications Operator:

	7 - 1 - 07	7 - 1 - 08	7 - 1 - 09
Start	12.74	13.12	13.58
End of probation	13.09	13.49	13.96
Step One	13.39	13.79	14.27
Step Two	14.47	14.90	15.42
Step Three	15.00	15.45	15.99
Step Four	15.54	16.01	16.57

Employees will move through the step progression on the employee's anniversary date.

The Employer, at its discretion, may hire an employee at a rate commensurate with their qualifications, skill ability and expertise. Subsequent step increase will be on an annual basis.

Shift Pay: All Communications Operators whose shift starts at 4:00 P.M. or after and ends at 8 A.M. or before, will receive an additional fifteen cents (\$.15) per hour for each hour worked. If an employee works a shift that pays a differential, the employee will receive the differential. If a person is called into work another person's shift, they will receive whatever shift pay, if any, the shift gets. Trainees and probationary employees will not receive shift pay.

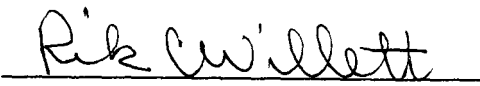
MEMO REGARDING BANKED SICK LEAVE HOURS

Effective July 1, 2007, the parties agreed to modify Article 12.6 to provide for an annual payout of banked sick leave hours in the employee's separate account.

An employee who has banked sick leave hours as of July 1, 2007 (Article 12.6) in the separate account will be paid for those hours in a lump sum on one of the pay periods in July, 2007.

From July 1, 2007 forward, the parties will follow the language contained in Article 12.6


FOR THE EMPLOYER


FOR THE UNION